

The Honorable Marsha J. Pechman

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

ANYSA NGETHPHARAT and  
JAMES KELLEY, on behalf of themselves  
and all others similarly situated,

Plaintiffs,

v.

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY,

Defendant.

Case 2:20-cv-00454-MJP

**DEFENDANT STATE FARM MUTUAL  
AUTOMOBILE INSURANCE  
COMPANY'S MOTION TO TRANSFER  
RELATED CASES TO A SINGLE  
JUDGE AND CONSOLIDATE**

NOTE MOTION CALENDAR:  
**July 10, 2020**

Defendant State Farm Mutual Automobile Insurance Company moves to transfer this case to a single Judge and consolidate it with the related case of *Jama v. State Farm Fire and Casualty Company*, Case No. 2:20-cv-00652-RAJ, which is pending before Judge Jones in this District, pursuant to Fed. R. Civ. P. 42(a) and LCR 42(a).

**I. ARGUMENT**

“If a party is unable to file the motion to consolidate in the earliest filed case, for example because it is not a party to that case, it may file the motion in its own case.” LCR 42(a). In *Jama*, the defendant is State Farm Fire and Casualty Company, which is a wholly owned subsidiary of the defendant in this case, State Farm Mutual Automobile Insurance Company. (See *Jama v. State Farm Fire and Cas. Co.*, Case No. 2:20-cv-652-RAJ, ECF

No. 2.) In addition, State Farm Mutual Automobile Insurance Company underwrites and adjusts all policies written by State Farm Fire and Casualty Company.<sup>1</sup> The two State Farm insurance companies, therefore, are filing identical motions in their own cases. Neither Defendant has any preference regarding which Judge should hear the consolidated cases, and defers that determination to the Court.

“By far the best means of avoiding wasteful overlap when related suits are pending in the same court is to consolidate all before a single judge.”<sup>2</sup> *Ekin v. Amazon Servs., LLC*, 2014 WL 12028588, at \*2 (W.D. Wash. May 28, 2014) (quoting *Blair v. Equifax Check Servs., Inc.*, 181 F.3d 832, 839 (7th Cir. 1999)). Consolidation is appropriate pursuant to Fed. R. Civ. P. 42(a) where, as here, the two actions involve a common question of law or fact:

When actions involving a common question of law or fact are pending before the court, it may order a joint hearing or trial of any or all the matters in issue in the actions; it may order all the actions consolidated; and it may make such orders concerning proceedings therein as may tend to avoid unnecessary costs or delay.

*Id.* This Court has “broad discretion” under Rule 42(a) in determining whether to consolidate cases pending in the same district. *Investors Research Co., et al. v. U.S. Dist. Ct. for the Cent. Dist. of Cal.*, 877 F.2d 777, 777 (9th Cir. 1989). In reviewing a motion to consolidate, this Court “weighs the saving of time and effort consolidation would produce against any inconvenience, delay, or expense that it would cause.” *Owen v. Labor Ready Inc.*, 146 F. App’x 139, 141 (9th Cir. 2005) (citation omitted).

The two cases present many common issues of law and fact because the substantive allegations are the same. In both cases, Plaintiffs contend that the identical insurance practice

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<sup>1</sup> In accordance with LCR 42(b), Defendant met and conferred with Plaintiffs’ counsel in both cases, and in fact told Plaintiffs’ counsel about the corporate status of the State Farm insurance companies, but the parties were unable to agree on this motion. *See* Meet and Confer Declaration.

<sup>2</sup> *See, e.g., Caron v. Caesars Entm’t Corp.*, 2020 WL 1323105, at \*1 (D. Ariz. Mar. 20, 2020). There, the two Judges consulted and one Judge deferred ruling on the motion to transfer and consolidate pending the other Judge ruled. *Id.*

violates Washington law. Plaintiffs allege that the State Farm insurance companies breached automobile insurance policies and violated the Washington Consumer Protection Act by undervaluing the “actual cash value” of the insureds’ total loss vehicles.<sup>3</sup> They allege that the State Farm insurance companies used Autosource reports in determining the actual cash value of the insureds’ vehicles, and those reports impermissibly applied a negotiation adjustment to the advertised price of comparable vehicles in making that determination.<sup>4</sup> In both cases, Plaintiffs seek certification of a Washington state class of insureds regarding this identical practice.<sup>5</sup> Both cases involve the same insurance regulations, the same insurance policy language, similar factual issues regarding Autosource reports, and similar class certification issues.<sup>6</sup> Indeed, in both cases, each State Farm defendant has filed a Motion to Dismiss and, In the Alternative, Compel Appraisal and Stay, which raises the same substantive dismissal and appraisal arguments, but those motions are currently pending before two different Judges.

““Once a common question of law or fact is identified, the Court considers factors such as the interests of justice, expeditious results, conservation of resources, avoiding inconsistent results, and the potential of prejudice.”” *Rittmann v. Amazon.com, Inc.*, 2019 WL 2994634, at \*1 (W.D. Wash. July 9, 2019) (citation omitted). Consolidating these two cases is in the interest of justice because it will conserve resources and avoid inconsistent results regarding the same substantive legal issues, the same class certification issues, and many similar factual

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<sup>3</sup> Compare, e.g., Case 2:20-cv-00454-MJP, ECF No. 5, ¶¶ 6.1-6.4, 7.1-7.5 with Case No. 2:20-cv-00652-RAJ, ECF No. 1-3, ¶¶ 6.1-6.10, 6.21-6.25. The Plaintiffs in the two cases also seek declaratory and injunctive relief regarding the alleged practice.

<sup>4</sup> Compare, e.g., Case 2:20-cv-00454-MJP, ECF No. 5, ¶¶ 1.1-1.2, 1.10-1.18 with Case No. 2:20-cv-00652-RAJ, ECF No. 1-3, ¶¶ 1.7-1.8, 5.21-5.34.

<sup>5</sup> Compare, e.g., Case 2:20-cv-00454-MJP, ECF No. 5, ¶¶ 5.3 with Case No. 2:20-cv-00652-RAJ, ECF No. 1-3, ¶ 4.2.

<sup>6</sup> Compare, e.g., Case 2:20-cv-00454-MJP, ECF No. 5, ¶¶ 1.4-1.6 (referring to WAC 284-30-391) with Case No. 2:20-cv-00652-RAJ, ECF No. 1-3, ¶¶ 5.30-32 (referring to WAC 284-30-391).

1 issues. No party will be prejudiced because both cases are in their infancy. This case was filed  
2 in March, and *Jama* was filed in April.

3 The Court therefore should transfer the cases to a single Judge and consolidate the cases  
4 before that Judge. *See, e.g., Rittmann*, 2019 WL 2994634, at \*2 (W.D. Wash. July 9, 2019)  
5 (“Consolidating the actions will result in the conservation of resources and the avoidance of  
6 inconsistent results, and it will promote the interests of justice”); *Friedmann v. Washington*,  
7 No. 09-5761RJB, 2010 WL 1333433, at \*2 (W.D. Wash. Mar. 31, 2010) (consolidating cases  
8 where “Plaintiff has not shown cause for not consolidating the two actions, and it appears that  
9 consolidation would achieve judicial efficiency and reduce costs”); *see also Caron*, 2020 WL  
10 1323105, at \*1 (transferring cases to a single Judge and consolidating the cases).

## 11 **II. CONCLUSION**

12 For these reasons, Defendant State Farm Mutual Automobile Insurance Company  
13 respectfully requests this Court to transfer this case to a single Judge and consolidate it with  
14 *Jama v. State Farm Fire and Casualty Company*, Case No. 2:20-cv-00652-RAJ.

15 Dated: June 19, 2020

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**MEET AND CONFER DECLARATION**

On June 15, 2020, I spoke to opposing counsel Stephen Hansen and Scott Nealey about this Motion to Transfer Related Cases to a Single Judge and to Consolidate. Although they do not oppose transferring *Jama v. State Farm Fire and Casualty Company*, Case No. 2:20-cv-00652-RAJ to Judge Pechman or coordinating discovery with that case, they oppose consolidation because the parties in each case are different. They maintained this position despite my explaining that State Farm Mutual Automobile Insurance Company, which is the parent corporation of the defendant in *Jama*, State Farm Fire and Casualty Company, underwrites and adjusts all policies written by State Farm Fire and Casualty Company. The parties were unable to reach resolution of the issue.

s/ Matthew Munson

**CERTIFICATE OF SERVICE (CM/ECF)**

I HEREBY CERTIFY that on June 19, 2020, I electronically filed the foregoing  
**Defendant State Farm Mutual Automobile Insurance Company's Motion to Transfer  
Related Cases to a Single Judge and Consolidate** with the Clerk of Court using the CM/ECF  
system which will send notification of such filing to the following email addresses:

- **Stephen M. Hansen**  
info@stephenmhansenlaw.com
- **Scott P. Nealey**  
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s/ Matthew Munson